



THE CITY OF WINNIPEG

BID OPPORTUNITY

BID OPPORTUNITY NO. 503-2011

PROVISION OF ALARM SYSTEM MONITORING SERVICE

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF ALARM SYSTEM MONITORING SERVICE

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 4:00 p.m. Winnipeg time, October 14, 2011.

B2.2 Bids determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B3.2 If the Bidder finds errors, discrepancies or omissions in the Bid Opportunity, or is unsure of the meaning or intent of any provision therein, the Bidder shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Bidder is unsure of the meaning or intent of any provision therein, the Bidder should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator to all Bidders by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Bid Opportunity will be provided by the Contract Administrator only to the Bidder who made the enquiry.

B3.6 The Bidder shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. ADDENDA

B4.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Bid Opportunity, or clarifying the meaning or intent of any provision therein.

B4.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B4.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B4.2.2 The Bidder is responsible for ensuring that he has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B4.3 The Bidder shall acknowledge receipt of each addendum in Paragraph 8 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Bid non-responsive.

B5. SUBSTITUTES

- B5.1 The Work is based on the Plant, Materials and methods specified in the Bid Opportunity.
- B5.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B5.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B5.4 The Bidder shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
 - (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.
- B5.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B5.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, only to the Bidder who requested approval of the substitute.
- B5.6.1 The Bidder requesting and obtaining the approval of a substitute shall be entirely responsible for disseminating information regarding the approval to any person or persons he wishes to inform.
- B5.7 If the Contract Administrator approves a substitute as an “approved equal”, any Bidder may use the approved equal in place of the specified item.
- B5.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Bidder bidding that approved alternative may base his Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B14.
- B5.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.
- B5.10 Notwithstanding B5.2 to B5.9, and in accordance with B6.5, deviations inconsistent with the Bid Opportunity document shall be evaluated in accordance with B14.1(a).

B6. BID SUBMISSION

- B6.1 The Bid shall consist of the following components:
- (a) Form A: Bid;

- (b) Form B: Prices;
- (c) Credentials and Experience required to be submitted in B10.

- B6.2 Further to B6.1, the Bidder should include the written correspondence from the Contract Administrator approving a substitute in accordance with B5.
- B6.3 All components of the Bid shall be fully completed or provided, and submitted by the Bidder no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Bid.
- B6.4 Bidders are advised not to include any information/literature except as requested in accordance with B6.1.
- B6.5 Bidders are advised that inclusion of terms and conditions inconsistent with the Bid Opportunity document, including the General Conditions, will be evaluated in accordance with B14.1(a).
- B6.6 The Bid may be submitted by mail, courier or personal delivery, or by facsimile transmission.
- B6.7 If the Bid is submitted by mail, courier or personal delivery, it shall be enclosed and sealed in an envelope clearly marked with the Bid Opportunity number and the Bidder's name and address, and shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1
- B6.7.1 Samples or other components of the Bid which cannot reasonably be enclosed in the envelope may be packaged separately, but shall be clearly marked with the Bid Opportunity number, the Bidder's name and address, and an indication that the contents are part of the Bidder's Bid Submission.
- B6.8 If the Bid is submitted by facsimile transmission, it shall be submitted to (204) 949-1178
- B6.8.1 The Bidder is advised that the City cannot take responsibility for the availability of the facsimile machine at any time.
- B6.9 Bids submitted by internet electronic mail (e-mail) will not be accepted.

B7. BID

- B7.1 The Bidder shall complete Form A: Bid, making all required entries.
- B7.2 Paragraph 2 of Form A: Bid shall be completed in accordance with the following requirements:
- (a) if the Bidder is a sole proprietor carrying on business in his own name, his name shall be inserted;
 - (b) if the Bidder is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Bidder is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Bidder is carrying on business under a name other than his own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B7.2.1 If a Bid is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B7.2.
- B7.3 In Paragraph 3 of Form A: Bid, the Bidder shall identify a contact person who is authorized to represent the Bidder for purposes of the Bid.
- B7.4 Paragraph 10 of Form A: Bid shall be signed in accordance with the following requirements:

- (a) if the Bidder is a sole proprietor carrying on business in his own name, it shall be signed by the Bidder;
- (b) if the Bidder is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Bidder is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Bidder is carrying on business under a name other than his own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B7.4.1 The name and official capacity of all individuals signing Form A: Bid should be printed below such signatures.

B7.5 If a Bid is submitted jointly by two or more persons, the word "Bidder" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Bidders in the Bid and the Contract, when awarded, shall be both joint and several.

B8. PRICES

B8.1 The Bidder shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.

B8.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Bids.

B8.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.

B8.4 Payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B9. QUALIFICATION

B9.1 The Bidder shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Bidder does not carry on business in Manitoba, in the jurisdiction where the Bidder does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B9.2 The Bidder and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>

B9.3 The Bidder and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work; and
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and

- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);
- (d) The bidder shall be a member of the Canadian Alarm and Security Association (CANASA).

B9.4 The Bidder shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Bidder and of any proposed Subcontractor.

B9.5 The Bidder shall provide, on the request of the Contract Administrator, full access to any of the Bidder's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Bidder's equipment and facilities are adequate to perform the Work.

B10. CREDENTIALS AND EXPERIENCE

B10.1 The Bidder shall provide, in his Bid Submission:

- (a) Credentials and Experience which as a minimum clearly includes:
 - (i) A list of previous or ongoing Monitoring Service projects, similar in nature, scope, and value to the Work, in sufficient detail to demonstrate the Bidder's experience, qualifications and dedication to customer service and capability to undertake the Work. **Three (3) contact references shall be provided.**
 - (ii) How many technicians are employed by the bidder, and their qualification to perform the Work;
 - (iii) How many call takers are employed by the Bidder, and their qualifications to perform the Work;
 - (iv) Detail pertaining to the Bidder being authorized and trained to perform Monitoring Services, Installation Services and Maintenance Services.

B11. OPENING OF BIDS AND RELEASE OF INFORMATION

B11.1 Bids will not be opened publicly.

B11.2 Following the Submission Deadline, the names of the Bidders and their bid prices (unevaluated, and pending review and verification of conformance with requirements) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B11.3 After award of Contract, the name(s) of the successful Bidder(s) and the Contract amount(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>

B11.4 The Bidder is advised that any information contained in any Bid may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.

B12. IRREVOCABLE BID

B12.1 The Bid(s) submitted by the Bidder shall be irrevocable for the time period specified in Paragraph 9 of Form A: Bid.

B12.2 The acceptance by the City of any Bid shall not release the Bids of the next two lowest evaluated responsive Bidders and these Bidders shall be bound by their Bids on such Work for the time period specified in Paragraph 9 of Form A: Bid.

B13. WITHDRAWAL OF BIDS

- B13.1 A Bidder may withdraw his Bid without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B13.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Bid shall be the time and date of receipt as determined by the Manager of Materials.
- B13.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Bid or the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid, and only such person, has authority to give notice of withdrawal.
- B13.1.3 If a Bidder gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Bid until after the Submission Deadline has elapsed;
 - (b) open the Bid to identify the contact person named in Paragraph 3 of Form A: Bid and the Bidder's authorized representatives named in Paragraph 10 of Form A: Bid; and
 - (c) if the notice has been given by any one of the persons specified in B13.1.3(b), declare the Bid withdrawn.
- B13.2 A Bidder who withdraws his Bid after the Submission Deadline but before his Bid has been released or has lapsed as provided for in B12.2 shall be liable for such damages as are imposed upon the Bidder by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B14. EVALUATION OF BIDS

- B14.1 Award of the Contract shall be based on the following bid evaluation criteria:
- (a) compliance by the Bidder with the requirements of the Bid Opportunity, or acceptable deviation therefrom (pass/fail);
 - (b) qualifications of the Bidder and the Subcontractors, if any, pursuant to B9 (pass/fail);
 - (c) Credentials and Experience defined in B10 **45%**
 - (d) Total Bid Price; **55%**
 - (e) economic analysis of any approved alternative pursuant to B5.
- B14.2 Further to B14.1(a), the Award Authority may reject a Bid as being non-responsive if the Bid is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Bid, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B14.3 Further to B14.1(b), the Award Authority shall reject any Bid submitted by a Bidder who does not demonstrate, in his Bid or in other information required to be submitted, that he is responsible and qualified.
- B14.4 Further to B14.1(c), Credentials and Experience will be evaluated considering the Bidder's response to B10, or in any other information required to be submitted.
- B14.5 Reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Bidder.
- B14.6 Further to B14.1(d), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B14.7 This Contract will be awarded as a whole.

B15. AWARD OF CONTRACT

- B15.1 The City will give notice of the award of the Contract or will give notice that no award will be made.
- B15.2 The City will have no obligation to award a Contract to a Bidder, even though one or all of the Bidders are determined to be responsible and qualified, and the Bids are determined to be responsive.
- B15.2.1 Without limiting the generality of B15.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Bid is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B15.3 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Bidder submitting the lowest evaluated responsive Bid in accordance with B14.
- B15.3.1 Following the award of contract, a Bidder will be provided with information related to the evaluation of his Bid upon written request to the Contract Administrator.
- B15.4 Notwithstanding C4.1, the City will issue a purchase order to the successful Bidder in lieu of the execution of a Contract.
- B15.5 The Contract Documents, as defined in C1.1(n)(ii), in their entirety shall be deemed to be incorporated in and to form a part of the purchase order notwithstanding that they are not necessarily attached to or accompany said purchase order.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Bid Opportunity to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Supply of Services*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF WORK

D2.1 The Work to be done under the Contract shall consist of provision of alarm system monitoring service for the period from January 1, 2012 until December 31, 2014, with the option of three (3) mutually agreed upon one (1) year extensions.

D2.1.1 The City may negotiate the extension option with the Contractor within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on January 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.2 The Work shall be done on an "as required" basis during the term of the Contract.

D2.2.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.

D2.2.2 Notwithstanding C7.4, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Bidders are advised that monies have been approved for work up to and including December 31, 2011.

D2.4 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.

D3. DEFINITIONS

D3.1 When used in this Bid Opportunity:

- (a) "**Account**" includes monitoring for Burglary, Hold-up, Personal Distress, Fire and monitoring of internal equipment such as water detection and boilers. Each Account will have a unique identifier number assigned by the Monitoring Company;
- (b) "**Alarm Panel**" means the physical device located at a Site that detects alarms and communicates them through a telephone line to an Alarm Monitoring Company. An Alarm Panel can have up to eight (8) Accounts assigned to it that operate independently from each other, and have different Key Holders;
- (c) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (d) "**Independent Organization**" means an organization such as some Community Clubs that make use of City of Winnipeg Sites and buildings, but are managed, operated, and funded through independent means and over which the Contract Administrator has no jurisdiction;

- (e) **"Key Holder"** means a User that is to be contacted in cases of alarms or trouble for an Account and would be able to open and secure the premises at the Site. A primary Key Holder would typically be a Supervisor or Foreman;
- (f) **"Monitoring Company"** means the Contractor or Alarm Monitoring Service Provider;
- (g) **"SIA"** means the reporting system originated by the Security Industry Association;
- (h) **"User"** means a person, department or other administrative unit of the City authorized by the Contract Administrator to order Work under this Contract;

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Paul Lemoine
Technologist 2
Corporate Support Services Department Connectivity
421 Osborne Street, Winnipeg, Manitoba, R3L 2A2
Telephone No. (204) 986-6375
Facsimile No. (204) 986-2666

D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D5. CONTRACTOR'S SUPERVISOR

D5.1 Further to C6.19, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.

D5.2 Before commencement of Work, the Contractor shall identify his designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D5.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D6. NOTICES

D6.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer
Facsimile No.: (204) 949-1174

SUBMISSIONS

D7. AUTHORITY TO CARRY ON BUSINESS

D7.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D8. INSURANCE

- D8.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) if required, automobile liability insurance for owned automobiles used for or in connection with the Work in the amount of at least two million dollars (\$2,000,000.00), to remain in place at all times during the performance of the Work;
- D8.2 Deductibles shall be borne by the Contractor.
- D8.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.
- D8.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D8.5 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

CONTROL OF WORK

D9. COMMENCEMENT

- D9.1 The Contractor shall not commence any Work until he is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D9.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D7;
 - (ii) evidence of the insurance specified in D8; and
 - (iii) evidence of being a member of the Canadian Alarm and Security Association (CANASA).
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D10. PRIME CONTRACTOR – THE WORKPLACE SAFETY AND HEALTH ACT (MANITOBA)

- D10.1 Further to C6.23, the Contractor shall be the Prime Contractor and shall serve as, and have the duties of the Prime Contractor in accordance with The Workplace Safety and Health Act (Manitoba).

D11. ORDERS

- D11.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D12. RECORDS

- D12.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D12.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:

- (a) user name(s) and addresses;
- (b) order date(s);
- (c) service date(s); and
- (d) description and quantity of services provided.

D12.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of the end of that quarter.

MEASUREMENT AND PAYMENT

D13. INVOICES

D13.1 Further to C11, the Contractor shall submit an invoice for each order delivered to:

The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: (204) 949-0864

Email: CityWpgAP@winnipeg.ca

D13.2 Invoices must clearly indicate, as a minimum:

- (a) the City's purchase order number;
- (b) date of delivery;
- (c) delivery address;
- (d) type and quantity of goods delivered;
- (e) the amount payable with GST and MRST shown as separate amounts; and
- (f) the Contractor's GST registration number.

D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D13.4 Bids Submissions must be submitted to the address in B6.7.

D14. PAYMENT

D14.1 Further to C11, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D14.2 Further to C11, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D15. WARRANTY

D15.1 Warranty is as stated in C12.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

E1.1 Bidders are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B5.

E2. ALARM SYSTEM MONITORING

E2.1 The Contractor shall provide alarm system monitoring services in accordance with the requirements hereinafter specified.

E2.2 The Contractor shall provide the Contract Administrator with the name, telephone number and email of **one** contact person employed directly with the Contractor, for the purpose of communicating all requests for service, in accordance with the requirements hereinafter specified. Examples of requests include code changes, key holder changes and account contact lists. This contact person shall expect requests from time to time from the Contract Administrator at a rate of approximately ten (10) requests per month. Said requests from the Contract Administrator shall be responded to by the Contractor's contact person within one (1) Business Day.

E2.3 Alarm system monitoring services are for monitoring of Alarm Panels that use a dial up telephone connection for reporting incidences to the central station of a monitoring company. The most common panels used are the DSC4020, DSC5010, DSC PC1832, communicating under the SIA format, though other auto diallers are also used.

E2.4 The Contractor shall have their alarm on a toll free telephone number or a local Winnipeg phone number to ensure that long distances charges are not incurred from Winnipeg.

(a) The Contractor shall have their alarm receivers capable of receiving ten (10) digit dialing from accounts in order to adhere to Manitoba ten (10) digit dialing requirements effective in the year 2012.

E2.5 The number of accounts currently being monitored is approximately 118.

(a) A detailed list of City accounts will be made available to the Contractor.

E2.6 All Sites being monitored are City of Winnipeg owned or leased buildings.

E2.7 Some Sites are operated on a seasonal basis only. During the inactive seasons(s), the alarm system may be disabled. Billing shall be for the number of months or parts thereof that the account is active. Alarm monitoring is to be paid on a yearly basis and no penalty shall be applied to such accounts.

E2.8 Monitoring is to be charged by account only. This means that an alarm panel that services three accounts would have monitoring charges issued to each individual account. Trouble reports and system test coming from an alarm panel will be considered to originate from the first account on this panel.

E2.9 Independent organizations making use of City Sites and buildings shall be allowed monitoring at the same prices and conditions as other City accounts. Note that independent organizations may choose to call private companies for alarm servicing. The Contract Administrator does not have access to the programming of the Alarm Panels of many independent organizations. Furthermore, Key Holder and User Access Codes may not be coordinated through personnel for these accounts.

E2.10 Billings shall be on a yearly basis from January 1 to December 31. The first billing for a new Site shall be from the startup date of that month for which the account becomes active, until the end of the current year.

- E2.11 The City reserves the right to add or delete accounts anytime at no additional cost. Billings shall only be for each month of actual service or parts thereof.
- E2.12 The Contractor will be provided with a designated contact person(s) to handle billing(s).
- E2.13 The Contractor will be provided with a designated contact person(s) as directed by the Contract Administrator for User and Key Holder information for all pertinent accounts. Note that this information may not be available from the Contract Administrator when dealing with independent organizations.
- E2.14 **Key Holder and User Access Code programming changes shall be done at no additional charge. This includes User ID cards.** These changes are to be completed within two (2) Working Days of a request from the Contract Administrator.
- E2.15 The Contractor shall provide individual "City Technician" ID cards to City Technicians, to ensure that they can perform maintenance and repairs on all accounts. The Contract Administrator shall be the only person authorized to provide this list of Technicians.
- E2.16 Most of the DSC4020 or other aforementioned alarm panels perform a communicator test every twenty-eight (28) days. The Contractor shall report to the Contract Administrator within five (5) Working Days any time that a test communications is not received on an alarm panel for a given month.
- E2.17 The Contract Administrator shall supply the Contractor with information on accounts such as Zone Labels and Zone Programming on request by the Contractor. Note that this information may not be available from the Contract Administrator when dealing with independent organizations.
- E2.18 The Contract Administrator, or his repair designate, shall notify the Contractor of any addition or deletion of zones being monitored on accounts. Note that this information may not be available from the Contract Administrator when dealing with independent organizations.
- E2.19 The Contractor shall also report to the Contract Administrator within five (5) working days if no activity (arming, disarming) has been received on an alarm panel for a previous month. This shall include independent organizations.
- E2.20 The Contractor shall report to the Contract Administrator, or to his repair designate, any failures, troubles, or faults requiring repairs that the Contractor encounters on any City alarm panel including those from independent organizations.
- E2.21 The Contractor shall report to the Contract Administrator any failure on the Contractor's equipment, system, or telephone lines, which may have caused activity from City alarms not to be received. These shall be reported to the Contractor Administrator within one (1) Working Day of incident.
- E2.22 The Contractor shall report to the Contract Administrator any abuses of the Contract, alarm panels, or accounts by the Users or Key Holders. This shall include abuses by independent organizations.
- E2.23 The Contractor **shall not**, without the written consent of the Contract Administrator, use the fact that it monitors alarms for the City, or departments and services within the City, for any promotional means including advertisement, endorsements and sales purposes.
- E2.24 Should there be an agreement by the Contract Administrator and the Contractor to allow the monitoring company access to the alarm panel programming, then the Contract Administrator shall provide the Contractor all pertinent phone numbers and access codes. Note that this information may not be available from the Contract Administrator when dealing with independent organizations. The Contractor shall be responsible for acquiring its own computer equipment, modems, software, and training needed to do the programming. The Contract Administrator shall be available to the Contractor should questions arise about the downloading of software.

- E2.25 Should the staff at the Contractor's facility have the ability to remotely or directly alter the programming of the alarm panels, then the Contractor shall not do so unless they inform the Contract Administrator of the changes within one (1) Working Day. This shall not include changes to User Access Codes, nor changes to accounts for independent organizations.
- E2.26 The cost of providing a printout of the DSC4020 Alarm Panel's event buffer shall be included in the cost of monitoring. This would be on an alarm panel to alarm panel basis, and may not be on a regular basis, as many Key Holders may not be interested in this service. Note that these printouts shall be printed using DSC DLS 2002 software or higher, as this software prints out names of Users opening and closing the alarm systems.
- E2.27 The Bidder shall quote an hourly and flat rate that would be charged to the City or an independent organization for performing alarm system repair, servicing or installation should the service be required. This quote(s) shall be separate and not form part of this Contract.
- (a) The City reserves the right to seek independent competitive pricing from other companies for this service.

E3. UPLINK DIGICELL ANYNET MONITORING

- E3.1 The Contractor shall provide monitoring services for "Uplink" Digicell AnyNET devices in accordance with the requirements hereinafter specified.
- E3.2 Currently the City has approximately fifteen (15) "Uplink" Digicell AnyNET units. These units use a cell phone network control channel to send signals to a central Clearing House. These are then relayed back to the Contractor.
- E3.3 The Contractor shall also provide to the Contract Administrator the means to access programming for these units.
- E3.4 The Bidder shall supply the cost of this service on a monthly basis.
- E3.5 Some Sites are operated on a seasonal basis only. During the inactive seasons(s), the alarm system may be disabled. Billing shall be for the number of months or parts thereof that the account is active. Alarm monitoring is to be paid on a yearly basis and no penalty shall be applied to such accounts.
- E3.6 Billings shall be on a yearly basis from January 01 to December 31. The first billing for a new Site shall be from the startup date of that month for which the account becomes active, until the end of the current year.**

E4. APPLICATION OF PREMISE ALARM STICKERS

- E4.1 The Contractor shall apply their alarm stickers to all existing account premises, stating that the premises are protected by this monitoring company. The alarm stickers shall be applied as a minimum at the front entrance, and at the alarm keypads for each premise. Said stickers shall be placed over top of other monitoring company stickers (that are no longer monitoring) that may be present at these locations. This must be completed within ten (10) Business Days of the start date of monitoring accounts for this Contract.
- E4.2 The Contract Administrator will apply alarm stickers, stating that the premises are protected by this Contractor, for any new future Site(s). Said alarm stickers shall be provided to the Contract Administrator by the Contractor as "spares" for this intended purpose.
- E4.3 The Contract Administrator shall ensure that all City accounts, excepting those of independent organizations, have a valid City of Winnipeg Police Services Alarm Permit and Alarm Permit sticker.

E5. PROVISION OF NEW ALARM ACCESS CODE KEYHOLDER ID CARDS

- E5.1 The Contractor shall issue new alarm access code ID cards to all City of Winnipeg account keyholders. There are approximately 2500 keyholders. This must be completed before Monitoring Services begin under this new contract.
- E5.2 The Contractor shall adopt the existing alarm access code ID's for all keyholders. The format shall remain unchanged in its alphanumeric content under the new contract.
- (a) The format of the existing access code ID is: **CW#####** with the ability to handle up to a total of ten (10) characters; namely **CW** followed by a sequence of any combination of 4 to 8 alphanumerics.